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UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Nicholas P. De Luca, et al.

Serial No. 09/717,782

Filed: November 21, 2000

For: INFLATABLE, CUSHIONING,
BUBBLE WRAP PRODUCT
HAVING MULTIPLE,
INTERCONNECTED, BUBBLE
STRUCTURES

Examiner: Unknown

Group Art Unit: Unknown

July 9, 2001

TRANSMITTAL OF REVOCATION AND
APPOINTMENT OF ATTORNEY

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Transmitted herewith is a Revocation and Appointment of Attorney from Free-Flow Packaging International, Inc., assignee by virtue of an assignment (copy attached) which was forwarded to the Patent Office for recording on June 14, 2001.

The Commissioner is authorized to charge any fees which may be required in this matter to Deposit Account 06-1300, Order No. A-70623/ESW.

Respectfully submitted,
FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

By Edward S. Wright
Edward S. Wright

Reg. No. 24,903

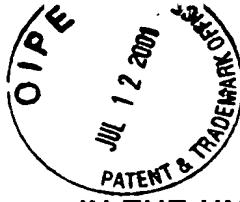
(650) 494-8700

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JUL 17 2001
TC 1700

CERTIFICATE OF MAILING

I hereby certify that the foregoing Revocation and Appointment of Attorney and transmittal (with attached copy of the assignment) are being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on July 9, 2001.

Edward S. Wright
Edward S. Wright



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
Nicholas P. De Luca, et al.) Examiner: Unknown
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REVOCATION AND APPOINTMENT OF ATTORNEY

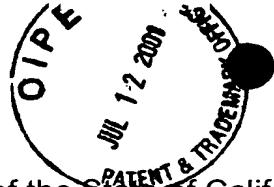
Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Free-Flow Packaging International, Inc., a Delaware corporation, having a place of business at 1090 Mills Way, Redwood City, California, certifies that to the best of its knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment document that evidences the placement of title in the assignee, a true and correct copy of which is attached hereto, and understands and believes that this assignment document has been submitted for recordation in the U.S. Patent and Trademark office.

Pursuant to 37 CFR §1.36 and §3.71, the assignee hereby revokes all powers previously granted and appoints the firm of FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP, a firm composed of Harold C. Hohbach, Reg. No. 17,757; Aldo J. Test, Reg. No. 18,048; Donald N. MacIntosh, Reg. No. 20,316; Edward S. Wright, Reg. No. 24,903; David J. Brezner, Reg. No. 24,774; Robert B. Chickering, Reg. No. 24,286; Richard F. Trecartin, Reg. No. 31,801; Steven F. Caserza, Reg. No. 29,780; Michael A. Kaufman, Reg. No. 32,988; Edward N. Bachand, Reg. No. 37,085; R. Michael Ananian, Reg. No. 35,050; Robin M. Silva, Reg. No. 38,304; Maria S. Swiatek, Reg. No. 37,244; Todd A. Lorenz, Reg. No. 39,754, all members of the



Bar of the State of California, Four Embarcadero Center, Suite 3400, San Francisco, CA 94111-4187; telephone (650) 494-8700 its attorneys to prosecute this application to register, with full power of substitution and revocation, and to transact all business in the United States Patent and Trademark Office in connection therewith. All telephone calls regarding the application should be directed to Edward S. Wright at (650) 494-8700.

Pursuant to 37 CFR §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor.

The undersigned hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Assignee: FREE-FLOW PACKAGING INTERNATIONAL, INC.

By: Arthur Graham

Signature: Arthur Graham

Title: President

Address: 1090 Mills Way

Redwood City, California 94063-3120

Date: 20 June 01

File No. A-70623/ESW

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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

To the Assistant Commissioner for Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Novus Packaging Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 15, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/638,843
09/717,782

B. Patent No.(s)

5,454,642 5,755,328
5,535,888 6,116,000
5,651,237 6,209,286
5,692,833

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward S. Wright, Esq.

Internal Address: FLEHR HOHBACH TEST

ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA Zip: 94111-4187

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41):.....\$360.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. G-24244/ESW

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward S. Wright
Name of Person Signing


Signature

June 14, 2001

Date

Total number of pages including cover sheet, attachments and document: [5]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
Box Assignment
Washington, D.C. 20231

Rev. 8/93

COPY

PATENT ASSIGNMENT

NOVUS PACKAGING CORPORATION, a corporation of the State of Massachusetts, with a place of business at Cambridge, Massachusetts ("NOVUS") is the owner by assignment of the entire right, title and interest in and to the patents and applications identified in Schedule A attached hereto;

FREE-FLOW PACKAGING INTERNATIONAL, INC., a corporation of the State of Delaware, with its principal place of business in Redwood City, California ("FREE-FLOW") desires to acquire the entire right, title and interest in and to the aforesaid patents and applications, together with the inventions disclosed and claimed therein, and any corresponding patents and applications in countries other than the United States.

NOW, THEREFORE, for good and valuable consideration acknowledged by NOVUS to have been received in full from FREE-FLOW:

1. NOVUS hereby sells, assigns, transfers and conveys unto FREE-FLOW the entire right, title and interest in and to the patents and applications identified in Schedule A, together with the inventions disclosed and claimed therein, and all patents of the United States and foreign countries which may be granted thereon or therefrom, including each and every patent granted on any application which is a division, substitution, or continuation of the patents and applications identified in Schedule A, and in and to each and every reissue or extension of such patents.
2. NOVUS further sells, assigns, transfers and conveys unto FREE-FLOW the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the patents assigned herein.
3. NOVUS further sells, assigns, transfers and quitclaims unto FREE-FLOW all rights and interests, past and future, acquired by NOVUS pursuant to the instruments of assignment and/or any other instruments through which NOVUS became vested with ownership of the patents and applications assigned herein.

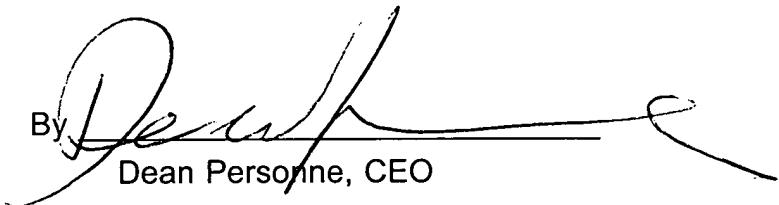
4. NOVUS covenants and agrees to cooperate with FREE-FLOW whereby FREE-FLOW may enjoy to the fullest extent the right, title and interest conveyed herein. Such cooperation shall include prompt execution of all papers which are deemed necessary or desirable by FREE-FLOW to perfect in it the right, title and interest conveyed herein.

5. NOVUS warrants and represents that it has not entered into any assignments, contracts or understandings with third parties in conflict herewith.

6. The terms, covenants and provisions of this assignment shall inure to the benefit of FREE-FLOW, its successors, assigns and/or other legal representatives, and shall be binding upon NOVUS, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, NOVUS PACKAGING CORPORATION has executed and delivered this instrument to be effective as of the 15th day of May, 2001.

NOVUS PACKAGING CORPORATION

By 
Dean Personne, CEO

County of Del Norte

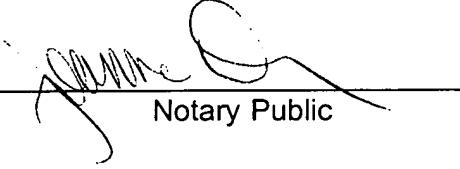
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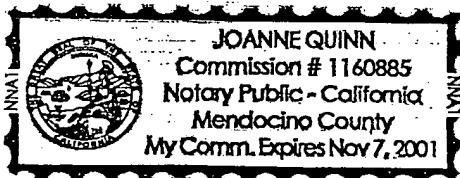
State of California

) ss.

)

On this 4 day of June 2001, before me personally appeared Dean Personne, known to me (or proved to me on the basis of satisfactory evidence) to be the CEO of Novus Packaging Corporation, who acknowledged to me that he executed the foregoing instrument on behalf of Novus Packaging Corporation.


Notary Public



SCHEDULE A

United States Patents

U.S. 5,454,642, issued October 3, 1995. "Inflatable Flat Bag Packaging Cushion and Methods of Operating and Making the Same". Nicholas P. De Luca.

U.S. 5,535,888, issued July 16, 1996. "Thermal Insulating and Cushioning Package and Method of Making the Same." Nicholas P. De Luca.

U.S. 5,651,237, issued July 29, 1997. "Apparatus and Methodology for Packaging Items Incorporating an Inflatable Packaging System." Nicholas P. De Luca.

U.S. 5,692,833, issued December 2, 1997. "Inflatable Packaging Cone and Method of Making the Same." Nicholas P. De Luca.

U.S. 5,755,328, issued May 26, 1998. "Flutter Valve Assembly for Inflatable Packaging and the Like." Nicholas P. De Luca.

U.S. 6,116,000, issued September 12, 2000. "Method of and Apparatus for Manufacturing Air-Filled Sheet Plastic and the Like." Andrew Perkins, Nicholas P. De Luca.

U.S. 6,209,286, issued April 3, 2001. "Machine and Method for Manufacturing a Continuous Production of Pneumatically Filled Inflatable Packaging Pillows." Andrew Perkins, Nicholas P. De Luca, Philipp Borchard.

United States Patent Applications

Serial No. 09/638,843, filed August 14, 2000. "Methods and Apparatus for Inflating and Sealing Pillows in Packaging." Andrew Perkins, Oliver M. Reyes, Philipp Borchard, Nicholas P. De Luca.

Serial No. 09/717,782, filed November 21, 2000. "Inflatable, Cushioning, Bubble Wrap Product Having Multiple, Interconnected, Bubble Structures." Nicholas P. De Luca, Oliver M. Reyes, Philippe M. Jacques.